

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code  
08

Page  
1

Pages  
3

2. AMENDMENT/MODIFICATION NO.  
44

3. EFFECTIVE DATE  
See Block 16C

4. REQUISITION/PURCHASE REQ. NO.  
N/A

5. PROJECT NO. (If applicable)

6. ISSUED BY  
CODE PS33, MGH

7. ADMINISTERED BY (If other than Item 6)  
CODE PS33, MGH

Procurement Office  
George C. Marshall Space Flight Center  
National Aeronautics and Space Administration  
Marshall Space Flight Center, AL 35812

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AUTOMATED INVOICE PAYMENT INFORMATION: (256) 544-5566

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)

Al Signal Research, Inc.  
3411 Triana Blvd SW  
Huntsville, AL 35805

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO.

NAS8-02047

10B. DATED (SEE ITEM 13)

CODE SAP 127909 FACILITY CODE CAGE 004R1

02/15/02

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

## 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(x) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  
FAR Clauses 43.103 (a) & 43.243-2 Changes-Cost Reimbursement (Alternate II)

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

	Negotiated Est. Cost	Prov. Est. Cost	Total Est. Cost	Maximum Incentive Fee	Contract Value	Incentive Fee Available	Incentive Fee Earned	Unearned Incentive Fee	Total Sum Allotted
Previous	\$29,729,871	\$ - 0-	\$29,729,871	\$1,320,114	\$31,049,985	\$510,348	\$806,546	\$3,220	\$30,578,723
This Mod	\$ 2,217,854	\$ - 0-	\$ 2,217,854	\$ 18,914	\$ 2,236,768	\$ 18,914	\$ - 0-	\$ - 0-	\$ - 0-
New Total	\$31,947,725	\$ - 0-	\$31,947,725	\$1,339,028	\$33,286,753	\$529,262	\$806,546	\$3,220	\$30,578,723

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

D. E. SMITH, GENERAL MANAGER

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Warren G. Jones, Jr.  
Contracting Officer

15B. CONTRACTOR/OFFEROR

DESmith  
(Signature of person authorized to sign)

15C. DATE SIGNED

7/28/05

16B. UNITED STATES OF AMERICA

ORIGINAL SIGNED BY:  
WARREN G. JONES, JR.  
(Signature of Contracting Officer)

16C. DATE SIGNED

JUL 28 2005

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)

Prescribed by GSA  
FAR (48 CFR) 53.243

The purpose of this modification is to definitize the Contractor's (ASRI) cost growth proposal entitled: "Materials, Training, and Conferences" for Option Year 2. The Contractor estimated that funding previously allotted will be adequate for continued performance of work under the contract through October 31, 2005 (ref. Mod 43). Accordingly, NAS8-02047 is modified as follows:

A. Under Clause B.2, Estimated Cost and Contract Fee, make the following modifications:

- Under paragraph (a) increase the estimated cost for Option Year 2 by \$2,217,854 from \$7,466,278 to \$9,684,132 and increase the contract fee by \$18,914 from \$348,071 to \$366,985. As such, the overall estimated Total Cost & Fee for Option Year 2 is increased by \$2,236,768 from \$7,814,349 to \$10,051,117.
- In addition under paragraph (b), for option period 2 increase "Maximum Available Incentive Fee" for the period of 08/15/04-02/14/05 by \$18,914 from \$174,035 to \$192,949. The total fee being increased for Option Year 2 is \$18,914.

B. The modification(s) made above is reflected in total on the change page(s) enclosed herein. In order to reflect the change(s) made, the page(s) listed below are hereby deleted from, or added to, Contract NAS8-02047. A vertical change bar is included in the right margin to indicate the specific area(s) of change.

Page(s) Deleted

B-1  
B-2

Page(s) Added

B-1  
B-2

C. In recognition of the modifications(s) agreed to herein as complete equitable adjustments for the contractor's "proposal(s) for adjustment" listed below, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustment(s) attributable to such facts or circumstances giving rise the "proposal(s) for adjustment."

Contract  
Change Identification

Modification No. 44 to Contract  
NAS8-02047

Contractor  
Proposal Number

Materials, Training, and conferences  
Cost Option Year 2 Proposal  
submitted under cover letter, dated  
April 11, 2005.

D. All other terms and conditions of contract NAS8-02047 remain unchanged.

SECTION BSUPPLIES OR SERVICES AND PRICES/COSTSB.1 SUPPLIES AND/OR SERVICES TO BE FURNISHED

(a) The Contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to furnish the services delineated in the Performance Work Statement (PWS) in attachment J-1.

(b) The services will be procured under two separate schedules, Mission and Indefinite Delivery/Indefinite Quantity (IDIQ). The contract and supporting data are organized accordingly. Both schedules are being procured on a cost-plus-incentive-fee basis.

(1) Mission Schedule will be used to procure services identified in Work Breakdown Structure (WBS) 1.0-10.3 of the PWS on a mission basis. In addition, this schedule will be used to procure all project management and administrative resources necessary to manage both the Mission and IDIQ contract schedules.

(2) IDIQ Schedule will be used to procure those services identified in WBS 11.0 of the PWS that cannot be sufficiently identified, predetermined or quantified in advance with an estimated value of \$25,000 or greater per task. Project management and administrative support resources necessary to support these tasks will be procured under the Mission Schedule.

(End of clause)

B.2 ESTIMATED COST AND CONTRACT FEES

(a) The total estimated cost and fees for the performance of this contract are as follows. Offerors are cautioned to include phase-in costs/fee in the base year value.

<u>Contract Year</u>	<u>Schedule</u>	<u>Period Covered</u>	<u>Est. Cost</u>	<u>Prov Est. Cost</u>	<u>Minimum Incentive Fee</u>	<u>Maximum Incentive Fee</u>	<u>Total Value</u>	<u>Status of Options</u>
Base Year	(A) Mission	02/15/02-2/14/03	\$6,770,675	\$ 0	\$ 0	\$266,693	\$7,037,368	
Base Year	(B) Schedule	02/15/02-2/14/03	\$ 264,304	\$ 0	\$ 0	\$ 15,858	\$ 280,162	
Option Yr.1	(A) Mission	02/15/03-2/14/04	\$7,810,268	\$ 0	\$ 0	\$343,754	\$8,154,022	Exercised
Option Yr.1	(B) Schedule	02/15/03-2/14/04	\$ 39,376	\$ 0	\$ 0	\$ 2,363	\$ 41,739	Exercised
Option Yr.2	(A) Mission	02/15/04-2/14/05	\$9,684,132	\$ 0	\$ 0	\$366,985	\$10,051,117	Exercised
Option Yr.2	(B) Schedule	02/15/04-2/14/05	\$ 675,072	\$ 0	\$ 0	\$ 40,504	\$ 715,576	Exercised

Option Yr.3	(A) Mission	02/15/05-2/14/06	\$6,603,898	\$ 0	\$ 0	\$ 296,871	\$6,900,769	Exercised
Option Yr.3	(B) Schedule	02/15/05-2/14/06	\$ 100,000	\$ 0	\$ 0	\$ 6,000	\$ 106,000	Exercised
Total			\$31,947,725			\$1,339,028	\$33,286,753	

Option Yr.4	(A) Mission	02/15/06-2/14/07	\$6,700,130	\$ 0	\$ 0	\$ 303,183	\$7,003,313	Unexercised
Option Yr.4	(B) Schedule	02/15/04-2/14/05	\$ 100,000	\$ 0	\$ 0	\$ 6,000	\$ 106,000	Unexercised

(b) The total incentive fee earned during the performance of this contract is as follows:

Contract Year	Schedule	Period Covered	Maximum Available Incentive Fee	Incentive Fee Earned	Unearned Incentive Fee Earned
Base Year	(A) Mission	02/15/02-08/14/02	\$130,065	\$127,464	\$2,601
		08/15/02-02/14/03	\$136,628	\$136,628	\$ -0-
Base Year	(B) IDIQ	02/15/02-08/14/02	\$ -0-	\$ -0-	\$ -0-
		08/15/02-02/14/03	\$15,858	\$15,239	\$619
Option Yr. 1	(A) Mission	02/15/03-08/14/03	\$139,652	\$139,652	\$ -0-
		08/15/03-02/14/04	\$204,102	\$204,102	
Option Yr. 1	(B) IDIQ	02/15/03-08/14/03	\$ -0-	\$ -0-	
		08/15/03-02/14/04	\$ 2,363	\$ 2,363	
Option Yr. 2	(A) Mission	02/15/04-08/14/04	\$174,036	\$174,036	
		08/15/04-02/14/05	\$192,949	\$0	
Option Yr. 2	(B) IDIQ	02/15/04-08/14/04	\$ 7,062	\$ 7,062	
		08/15/04-02/14/05	\$ 33,442	\$0	
Option Yr. 3	(A) Mission	02/15/05-08/14/05	\$148,436		
		08/15/05-02/14/06	\$148,435		
Option Yr. 3	(B) IDIQ	02/15/05-08/14/05	\$ 3,000		
		08/15/05-02/14/06	\$ 3,000		
		Total	\$1,339,028	\$806,546	

Option Yr. 4	(A) Mission	02/15/06-08/14/06	\$151,582		Unexercised
		08/15/06-02/14/07	\$151,581		Unexercised
Option Yr. 4	(B) IDIQ	02/15/06-08/14/06	\$ 3,000		Unexercised
		08/15/06-02/14/07	\$ 3,000		Unexercised

(End of clause)

### B.3 INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) SCHEDULE AND ORDERING PROCEDURES

(a) The Government requires the performance of the effort within the quantities set forth in paragraph (b) below on an IDIQ basis during the performance of this contract. These services will be ordered through the issuance of Task Orders (see Clause G.4), individually priced, and shall contain separate schedule and cost incentives to be used to evaluate performance and determine the amount of fee earned. The IDIQ schedule will be used for tasks with an estimated value of \$25,000 or greater per task as described in section 11.0 of the PWS.

(b) In the event that the Government does not order the "minimum quantity" specified below during the applicable contract year, the Government's maximum obligation under this